



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 12, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 February 12, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AWARD OF CONTRACT FOR SAN GABRIEL DAM HYDROELECTRIC PROJECT - MAINTENANCE AND INSPECTION SERVICES (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

This action is to award a contract for inspection and maintenance services for the Department of Public Works hydroelectric facility located at San Gabriel Dam.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for San Gabriel Dam Hydroelectric Project - Maintenance and Inspection Services, in an annual sum of \$385,931, which includes \$15,000 for reimbursement of parts, to Wood Group Field Services, Inc. This contract will be for a term of one year commencing upon the Board's approval with two 1-year renewal options and a month-to-month extension up to six months for a contract term of 42 months.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, Wood Group Field Services, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as-needed and intermittent inspection and maintenance services for the Department of Public Works (Public Works) hydroelectric facility located at San Gabriel Dam. Public Works has contracted for these services since 1993.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount of \$385,931, which includes \$15,000 for reimbursement of parts plus 10 percent for additional work within the scope of the contract. This amount is based on the unit prices and hourly rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Funding for the first term of one year of service is included in the Fiscal Year 2012-13 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's optional years, annual 10 percent additional funding for contingencies, and the annual cost-of-living adjustment in accordance with County policy and the terms of the contract will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Wood Group Field Services, Inc., located in Santa Fe Springs, California. This contract will commence upon the Board's approval, for a period of one year. With the Board's delegated authority, the Director of Public Works (Director) or her designee may renew the contract for two 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 42 months.

The contract will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Wood Group Field Services, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the

requirements of the Chief Executive Officer and the Board.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on September 4, 2012, to the appropriate unions for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract includes a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(b) of CEQA.

CONTRACTING PROCESS

On September 4, 2012, Public Works solicited proposals from 62 independent contractors and

community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On October 10, 2012, one proposal was received. The proposal was first reviewed to ensure it met the minimum requirements in the RFP. The proposal having met these requirements was then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and performance history/references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to apparent responsive and responsible proposer, Wood Group Field Service, Inc. Public Works determined the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

SAMPLE AGREEMENT FORSAN GABRIEL DAM HYDROELECTRIC PROJECT - MAINTENANCE AND
INSPECTION SERVICES (2012-AN031)

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOOD GROUP FIELD SERVICES, INC., a Nevada Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on October 10, 2012, hereby agrees to provide services as described in this Contract for San Gabriel Dam Hydroelectric Project - Maintenance and Inspection Services (2012-AN031).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, San Gabriel Dam Hydroelectric Project - Location Map; Exhibit G, San Gabriel Dam Hydroelectric Project - Site Plan; Exhibit H, San Gabriel Dam Hydroelectric Project - Operational Diagram; Exhibit I, San Gabriel Dam Hydroelectric Project - Various Part Weights; Exhibit J, San Gabriel Dam Hydroelectric Project - Lubricants and Capacities; Exhibit K, Equipment Description; Exhibit L, Existing Equipment Incorporated Into Control and Protection Systems Upgrade for San Gabriel Hydroelectric Projects; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount of \$385,931 per year, which includes \$15,000 for reimbursement of parts or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal

at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all optional years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average

monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

ELEVENTH: The COUNTY and CONTRACTOR hereby agree that the CONTRACTOR shall not be responsible or held liable for consequential and incidental damages, including loss of profit, loss of product, or business interruption not arising from or related to CONTRACTOR's work.

TWELFTH: The following is added to Exhibit B, Section 5.F, Insurance Coverage Requirements

4. Notwithstanding the above, CONTRACTOR'S liability to COUNTY shall not exceed the amount of \$5 million.

THIRTEENTH: The COUNTY and CONTRACTOR hereby agree that the CONTRACTOR shall pay the COUNTY, or the COUNTY may withhold from monies due the CONTRACTOR, liquidated damages in the sum of \$1,500 for each consecutive calendar day, up to a maximum of five days or a maximum of \$7,500 per incident, that the CONTRACTOR fails to complete work within the time specified unless otherwise provided in the Contract.

FOURTEENTH: The COUNTY and CONTRACTOR hereby agree that any additional work performed by the COUNTY approved subcontractor(s) of the CONTRACTOR will be subject to 15 percent markup for invoicing purposes. Any work performed by the COUNTY-approved subcontractor(s) shall be preapproved by the County.

FIFTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through L , inclusive, the COUNTY'S provisions shall control and be binding.

SIXTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

SEVENTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

WOOD GROUP FIELD SERVICES, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 869

Bid Title : San Gabriel Dam Hydroelectric Project - Maintenance and Inspection Services (2012-AN031)

Bid Type : Service

Department : Public Works

Commodity : ENGINEERING - HYDROELECTRIC

Open Date : 9/5/2012

Closing Date : 10/1/2012 5:30 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 300,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for San Gabriel Dam Hydroelectric Project - Maintenance and Inspection Services (2012-AN031). The total contract amount of this service is estimated to be \$300,000 annually. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458 4057. emanoukian@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposer or its managing employee must have a minimum of five years of experience providing inspection and appraisal testing of electrical system services to large organizations and performing the type of service solicited.
2. Proposer's on-site supervising employee must have at least three years of experience performing the service solicited to a large organization.
3. Proposer must hold a valid and active State of California-issued C-10 State Contractor's License to perform the electrical work.

A Proposers' Conference will be held on Monday, September 17, 2012, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. A walk-through will be conducted after the conference ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, October 1, 2012, at 5:30 p.m. Please direct your questions to Mr. Manoukian at (626) 458-4057.

Contact Name : Edwin Manoukian

Contact Phone# : (626) 458-4057

Contact Email : emanoukian@dpw.lacounty.gov

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